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U.S. Serial No. 10/694,320
Response to Office Action dated May 1, 2006
Attorney Docket 648.001 -- Customer No. 23598
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REMARKS

Entry of the above amendments is respectfully requested. Claims 1 and 22 have been amended. Claims 1-15 and 22 are currently pending in the application. Favorable reconsideration to allowance of this application is respectfully requested in light of the foregoing amendments and remarks that follow.

1. Rejections Under 35 U.S.C. §112, Second Paragraph

Claims 1-15 and 22 stand rejected under 35 U.S.C. §112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Applicant respectfully traverses the Examiner's rejections to claims 1-15 and 22 under 35 U.S.C. §112, second paragraph. More specifically, in this response each of claims 1 and 22 specifies that the football mode is defined as running, dribbling or passing a ball over the field, and the basketball mode is defined as dribbling or passing, and shooting the ball at the basketball goal. Therefore, in each of claims 1 and 22, applicant has provided a suitable definition for the limitations football mode and basketball mode such that these terms are adequately defined in each claim in a manner that may not be modified at a later date as the definition is explicitly recited in the claim.

In addition, claim 22 has been amended to specify that the claimed method utilized involves a first mode and a second mode as opposed to the limitations football mode and basketball mode which was the basis of the rejection made by the Examiner to claim 22. In claim 22, the first mode is defined as running, dribbling or passing the ball over the field, and the second mode is defined as shooting the ball at the basketball goal. Thus, each of the limitations of first mode and second mode in claim 22 are also adequately defined in claim 22.

Thus, applicant believes that claims 1 and 22, as well as claims 2-15, which depend from claim 1, are definite and allowable. Applicant therefore respectfully requests that the Examiner withdraw the rejections to claims 1-15 and 22 based on 35 U.S.C. §112, second paragraph.

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2. Rejection Under 35 U.S.C. §102(b) or §103(a)

In the Office Action, claims 1-4, 10-15 and 22 stand rejected under either 35 U.S.C. §102(b) or §103(a) as anticipated or unpatentable over the reference publication ArmyTM 5-803-10 (the "ArmyTM reference").

Applicant respectfully traverses the Examiner's rejection of claim 1-4, 10-15 and 22 under 35 U.S.C. §102(b) or §103(a) based on the ArmyTM reference. More specifically, both claims 1 and 22 cover a method of playing a game in which the game is played on a field in which a first mode is employed to move the ball across the field into the one of a pair of end zones at opposed ends of the playing area on the field by running, dribbling or passing the ball over the field. In addition, once the ball is moved into one of the end zones in the first mode, the game is played in the second mode to attempt to make a basketball goal by shooting the ball at the basketball goal within the end zone.

In contrast, the ArmyTM reference merely illustrates the configuration for a combination basketball-volleyball court complex as recited in the title of Figure D-1 in the ArmyTM reference. While there are a number of lines marked on the surface illustrated in the ArmyTM reference, the lines illustrated on the surface are not indicated in any manner as being usable simultaneously, as the lines for the basketball court and the lines for each of the pair of volleyball courts overlap one another in a manner that each respective basketball and volleyball court overlap one another, clearly indicating that the courts delineated in the ArmyTM reference are to be used independently from one another.

Furthermore, the ArmyTM reference merely illustrates a configuration of lines for each of the basketball and volleyball courts to be marked on the court surface, and does not indicate any manner for playing a game in which a game played on a court switches from a first mode to a second mode of playing the game based on separate areas of the playing field. The ArmyTM reference simply illustrates where lines denoting a basketball court and a pair of overlapping volleyball courts are to be placed on the court surface without identifying or suggesting any manner of play similar to that recited in claims 1 and 22. In particular, the description of the

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combination basketball-volleyball complex in the ArmyTM reference in subsection *d*. *Orientation* describes a preferred orientation being north-south for the long axis of the court expected to have primary use. This clearly illustrates that the basketball and volleyball courts marked on the court surface are not to be used simultaneously in separate game play modes of a single game as required by the claims of this application. This conclusion is further supported by subsection *f*. *Special considerations*, which states that "with flush-mounted deck plate must be used for the center volleyball net post to allow unobstructed use of the basketball court," such that the volleyball courts are not used simultaneously with the basketball court.

In addition, claim 1, as amended, states that the field is a grass or grass-like surface, which is in direct contrast to the ArmyTM reference, which states in subsection *e*. *Surface and drainage* that the surface will be concrete or bituminous material.

For each of these reasons, the subject matter of claims 1 and 22 is neither shown, described nor suggested by the ArmyTM reference such that claims 1 and 22, as well as claims 2-4 and 10-15 which depend from claim 1, are allowable. Applicant therefore respectfully requests that the Examiner withdraw the rejections to claims 1-4, 10-15 and 22 based on the ArmyTM reference.

CONCLUSION

It is submitted that claims 1-15 and 22 are in compliance with 35 U.S.C. §§ 112 and 102, and each define patentable subject matter. A Notice of Allowance is therefore respectfully requested.

No fees are believed to be payable with this response. However, should the Examiner consider any fees to be payable in conjunction with this or any future communication, authorization is given to charge any fee or credit any overpayment to Deposit Account No. 50-1170.

In view of the foregoing amendments and remarks, the application is believed to be in *prima facie* condition for allowance, and such action is respectfully requested.

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The Examiner is invited to contact the undersigned by telephone if it would help expedite the prosecution and allowance of this application.

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Respectively submitted,



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